

PERSONAL SERVICE AGREEMENT / GRANT / CONTRACTBOATING INFRASTRUCTURE GRANT

Rev. 8/17/06 (DEP Electronic Format)

STATE OF CONNECTICUT

(New London BIG Project- Waterfront Park Mooring Field)

DEPARTMENT OF ENVIRONMENTAL PROTECTION

1. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

CHECK ONE:
☒ GRANT
☐ PERSONAL SERVICE

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS STATED ON THE REVERSE SIDE OF THIS SHEET.

		(1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT		(2) IDENTIFICATION NO.					
CONTRACTOR	(3) CONTRACTOR NAME			(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
	CONTRACTOR ADDRESS			CONTRACTOR FEIN/SSN					
STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEP -BOR- Boating Division, 333 Ferry Road, Old Lyme, CT 06371				(6) AGENCY NO. DEP44434				
CONTRACT PERIOD	(7) DATE (FROM)	THROUGH (TO)	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input checked="" type="checkbox"/> NEITHER						
CANCELLATION CLAUSE	This agreement shall remain in full force and effect for the entire term of the contract period stated unless cancelled by the State Agency giving the Contractor written notice of such intention (required days notice specified at right). State Agency reserves the right to recoup any deposits, prior payment, advance payment or down-payment made if the contract is terminated by either party. DEP reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available, or for contractor performance.				(9) REQUIRED # OF DAYS WRITTEN NOTICE 30				
COMPLETE DESCRIPTION OF SERVICE	(10) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof. Appendix A consists of four (4) pages numbered A-1 through A-4 inclusive. Continued on Page 3 of 4, which is attached hereto and made a part hereof. Page 1 of 4 (Page 2 of 4 is the reverse side of this sheet)								
COST AND SCHEDULE OF PAYMENTS	(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Cost, Schedule of Payments, Sample Invoice, and Assurances are attached hereto as Appendix B, Appendix C, Appendix D and Appendix E, respectively, and made a part hereof. (Appendices B, C, and D consist of one (1) page each, numbered B-1, C-1 and D-1). Appendix E consists of two (2) pages numbered E-1 and E-2. Total Payments Not to Exceed the Maximum Amount of \$.								
(12) ACT CD	(13) DOC TYP	(14) COM. TYP	(15) LSE. TYP	(16) ORIG. AGCY	(17) DOCUMENT NO.	(18) COMMIT. AGCY	(19) COMMIT. #		
(20) COMMITTED AMOUNT			(21) OBLIGATED AMOUNT						
(22) Amount	(23) Dept	(24) Fund	(25) SID	(26) Program	(27) Project	(28) Bud Ref	(29) Agency CF 1	(30) Agency CF 2	(31) Account

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code section 3121(d). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS		(32) STATUTORY AUTHORITY CGS Sec. 22a-6(a)(2), as amended, 16 USC 777g-a, as amended, and 50 CFR Part 86	
(33) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE	
(34) AGENCY (AUTHORIZED OFFICIAL)	TITLE Commissioner	DATE	
(35) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE	

DISTRIBUTION: CONTRACTOR AGENCY FUNDS AVAILABLE: _____
DATE: _____

TERMS / CONDITIONS

EXECUTIVE ORDERS

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Reil, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Reil, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

Executive Order No. 7B: This Agreement is subject to the provisions of Executive Order No. 7B of Governor M. Jodi Reil, promulgated November 16, 2005 regarding contracting reforms.

NON-DISCRIMINATION (taken from CGS)

A. The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

B. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

C. "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

D. Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

E. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

F. The contractor shall include the provisions of section A above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

G. The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

H. The contractor shall include the provisions of section G above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

INSURANCE

The contractor shall carry insurance during the term of this contract according to the nature of the work to be performed to "save harmless" the State of Connecticut from any claims, suits or demands that may be asserted against it by reason of any act or omission of the contractor, subcontractor or employees of either the contractor or subcontractor in providing services of this contract. Certificates of such insurance shall be filed with the state agency prior to the contractor's performance of contracted service.

STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

1. Commissioner. For the purposes of this contract, "Commissioner" means the Commissioner of Environmental Protection or the Commissioner's designated agent. All correspondence submitted in accordance with this contract shall be submitted to: Boating Infrastructure Grant Program Coordinator, Department of Environmental Protection - Bureau of Outdoor Recreation, Boating Division, 333 Ferry Road, Old Lyme, CT 06371.

2. Acknowledgment. The Contractor shall provide credit to both the Connecticut Department of Environmental Protection (DEP) and the Sport Fish Restoration Program as the source of funding of the subject matter of this contract. For such purpose, the following logo shall appear on any product, including but not limited to, publicity campaigns, signs, displays, advertisements, printed materials, or other documents for distribution prepared under the terms of this contract, and on any tie-up facilities that the Contractor may construct, acquire, develop, or maintain under this contract.



**Funded in part by the Connecticut
Department of Environmental
Protection through a US Fish and
Wildlife Service Boating
Infrastructure Grant**



3. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this contract. Such approval shall not be unreasonably withheld.

4. Change in Scope of Work. Any proposed change in the Scope of Work included in Appendix A shall be requested in writing to the Commissioner and, if acceptable, authorized through a contract amendment. Changes in the Scope of Work may not be made in any other way. If the DEP determines that the requested change is a substantial change to the approved Scope of Work included in Appendix A and needs U.S. Fish and Wildlife Service (USFWS) involvement or attention, the DEP shall submit the requested change to the USFWS for review and approval. If deemed necessary by the USFWS, an approved change to the Scope of Work shall be documented in an amendment to the approved Boating Infrastructure Grant Program (BIG Program) grant agreement.

5. Change in Principal Project Staff. Any changes in the principal project staff shall be requested in writing and approved in writing by the Commissioner or the Commissioner's authorized representative at their sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate or cancel this contract.

6. Recording and Documentation of Receipts and Expenditures. Accounting procedures shall provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that expenditures under this contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

7. Assignability. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due to the Contractor from the Commissioner under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.

8. Officials Not to Benefit. No member of or delegates to the Congress of the United States of America, no resident Commissioner, and no elected or appointed municipal official shall be admitted to any share or part hereof or to any benefit to arise herefrom.

9. Third Party Participation. The Contractor may make sub-awards to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated at least 2 weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this contract.

10. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures, which reflect applicable State and local law, rules and regulations, provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000.00 or more per unit be approved by the Commissioner before acquisition.

11. Definition of "Execution." This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding \$3,000.00, by the authorized representative of the state Attorney General's office.

12. Real Property. The Contractor shall not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the DEP. The Contractor shall record the Federal interest in the title of real property in accordance with DEP directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

13. Plans and Specifications. The Contractor shall comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.

14. State Audit. The Grantee receiving federal funds shall comply with the federal Single Audit Act of 1984, P.L. 98-502, and the Amendments of 1996, P.L. 104-156. The Grantee receiving state funds shall comply with the Connecticut General Statutes, Sections 7-396a and 7-396b, and the State Single Audit Act Sections 4-230 through 4-236, inclusive, and regulations promulgated there under. The Grantee agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years from the date the project is completed. Such records will be made available to the state and/or federal auditors upon request.

15. Litigation. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any State or Federal Court without permission of the Office of the Claims Commissioner.

16. Cancellation. This agreement shall remain in full force and effect for the entire term of the contract period stated unless cancelled by DEP giving the Contractor written notice of such intention at least 30 days in advance. DEP reserves the right to recoup any deposits, prior payment, advance payment or down payment made if the contract is terminated by either party. DEP reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available.

17. Severability. The provisions of this contract are severable. If any part of it is found unenforceable, all other provisions shall remain fully valid and enforceable, unless the unenforceable provision is an essential element of the bargain.

18. Choice of Law. This contract shall be governed by the substantive laws of the State of Connecticut.

19. Federal Laws, Regulations and Policies. The Contractor shall acknowledge and agree that the BIG Program regulations, 50 C.F.R. Part 86, require that the Contractor shall agree to and certify compliance with all applicable Federal laws, regulations and policies and that the Contractor shall submit to the DEP an Assurance Statement, as described in 43 C.F.R. 12.51(c), that states how the Contractor shall comply with Federal grant requirements. An Assurance Statement is attached hereto and incorporated herein as Appendix E (Federal Form SF-424D, Statement of Assurances Construction Program). The Contractor shall acknowledge and agree that, pursuant to 50 C.F.R. Part 86, the Contractor may be required to provide additional documentation to comply with environmental and other laws as defined in U.S. Fish and Wildlife Service Manual 523 FW 1.

APPENDIX A

SCOPE OF WORK

PURPOSE: To design, install, operate, and maintain tie-up facilities at the <location> for transient (less than 10 day visit) nontrailerable recreational vessels, which are vessels 26 feet long or more in length manufactured primarily for pleasure.

DESCRIPTION: The <Applicant> (the Contractor) agrees to complete the project entitled: **Mooring Field**, hereinafter referred to as the "Project". The Contractor shall design, construct and maintain in good operating condition, forty (40) moorings adjacent to the <location>. More specifically, the Project shall consist of the following tasks and requirements listed below.

1. **Construction Specifics:** The Contractor shall install forty (40) moorings adjacent to the <location>. Mooring anchors shall be 300 pound mushroom anchors jetted into the substrate with twenty feet of one-half (1/2) inch chain, 20 feet of three-eighths (3/8) inch chain, 25 feet of three-quarters (3/4) inch nylon line, a buoy, and appropriate swivels, shackles, thimbles, chafing gear and splices.
2. **Location:** Moorings are to be located on navigable waters, allowing for reasonable public access to all recreational vessels. They shall be located in water greater than or equal to 6 feet of depth at the lowest tide.
3. **Security and Services:** The Contractor shall provide security, safety and services, including a pumpout station within 2 miles of such Project facilities, for any Project facility that recreational boaters may use overnight.
4. **Permits:** All required permits shall be obtained by the Contractor prior to the Contractor's commencement of work and the release of contract funds.
5. **Warranty of Materials and Workmanship:** Unless otherwise specified in writing, the Contractor agrees and warrants that:
 - A. All materials and equipment incorporated in the work under this contract shall be new, in first-class condition, and in accordance with the terms and provisions of said contract;
 - B. All workmanship shall be of the highest quality, in accordance with the terms and provisions of this contract, and performed by persons qualified at their respective trades; and
 - C. All tie-up facilities shall be designed and built to last at least 20 years with periodic maintenance, with heavy-duty materials and overbuilt construction encouraged to maximize the lifetime durability of the facility and to minimize the cost of long-term maintenance thereof.
6. **Maintenance of Project Facilities:** The Contractor shall be responsible for all repairs, replacement, and reconstruction of the Project facilities necessary because of the normal effects of weather, age, and all uses of the Project facilities, including but not limited to public use. All tie-up facilities shall be designed and maintained for the useful life of said facilities, said useful life to be of significant longevity of not less than 20 years except for destruction thereof by an Act of God.
7. **Operation and Use of Project Facilities:** The Contractor shall be responsible for the operation of the Project facilities, including all costs associated with said operation, for the useful life of the Project facilities. Said responsibilities include trash and litter removal, cleaning of the facility, and law enforcement patrol of the facility.

All tie-up facilities shall be operated, maintained and used for the purpose(s) stated in the Boating Infrastructure Grant Program (BIG Program) grant application submitted by the Contractor for the useful life of the Project facilities. Facilities are for temporary (less than 10 day visit) use by non-trailerable (greater than or equal to 26 feet) transient recreational vessels (operated primarily for pleasure). Said Project facilities cannot be converted to another use without the express written consent of the Connecticut Department of Environmental Protection (DEP) and the U.S. Fish and Wildlife Service (USFWS).

Comment [o1]: Good!

Comment [o2]: Good!

The Contractor assumes full responsibility for all wear-and-tear and damages to the Project facilities resulting from non-BIG Program project use and hereby agrees to pay all costs of maintenance and repair to the Project facilities during the useful life of said facilities regardless of whether said wear-and-tear or damages were caused by BIG Program project use or non-BIG Program project use. The Contractor also understands and agrees that the Project facilities shall be used primarily for BIG Program project use, that BIG Program project use is the highest priority use of said facilities, and that any non-BIG Program project use shall not interfere with or in any way hinder BIG Program project use.

- 8. Public Access to Facilities:** The Contractor shall allow reasonable public access to all recreational vessels for the useful life of the tie-up facilities. Reasonable public access means access a) at locations where the public can reasonably reach the facility, b) where all recreational vessels typical to that facility can easily use that facility, c) open for reasonable periods, and d) charging equitable fees. Public access shall also be allowed to the shore and to basic features such as fuel, water, electricity, restrooms, and pump-outs at facilities that have these services.
- 9. Fees for Use of Facilities:** The Contractor may charge the public a reasonable fee for use of the Project facilities. A reasonable fee is a fee that is consistent with, comparable to, and at the same rate as fees charged by others for similar use at equivalent facilities in the area. Fees shall neither discriminate against nor discourage anyone from using the Project facilities. All future user fees collected by the Contractor or changes to existing fees funded under the original contract shall be reviewed and approved in writing by the DEP prior to the implementation of said fees. No such fees can be charged until the Contractor has received such written approval from the DEP.

In accordance with the requirements of the BIG Program, 50 CFR Part 86, and Executive Order 12866, all revenues from such user fees shall be applied to the cost of operating and maintaining the Project facilities for the useful life thereof. If the Contractor charges a user fee, the Contractor shall establish a separate account for all such user fee funds received and expended in connection with said facilities. The Contractor shall preserve the records of said account and permit the DEP to inspect and audit these records upon request, but not more frequently than twice each fiscal year. The Contractor shall upon request provide to the DEP a list of all such user fees along with all documentation demonstrating how the value of such fees was determined.

- 10. Term:** The terms and provisions set forth in this contract shall survive and be in full force and effect from the date hereof for the useful life of the Project facilities that are the purpose for this contract, except for destruction thereof caused by an Act of God. The terms and provisions herein shall survive the termination of the BIG Program grant providing Federal funds for this project.
- 11. Sale of Docking Facility:** The Contractor shall, if the Project facilities are sold, and upon the sale of the Project facilities, ensure that the conditions of this contract are made part of any purchase and sale agreement with the new owner. The Contractor shall notify the DEP of the sale immediately.
- 12. Budget:** Total project cost is estimated to be \$. Reimbursement shall not exceed \$ (75% of Total Eligible Project Costs). The contractor agrees to pay any amount above the remaining \$ that the DEP has made available in order to complete the Project as described in this part. The Contractor shall adhere to the budget, which is included in this contract in Appendix B.
- 13. Acknowledgement of Funding:** Any publication or sign produced or distributed or any publicity conducted in association with this contract shall provide credit to both the DEP and the Sport Fish Restoration Program as the source of funding of the subject matter of the Project. For such purpose, the following logo shall appear on any product, including but not limited to, publicity campaigns, signs, displays, advertisements, printed materials, or other documents for distribution prepared under the terms of this contract, and on any tie-up facilities that the Contractor may construct, acquire, develop, or maintain under this contract.



**Funded in part by the Connecticut
Department of Environmental
Protection through a US Fish and
Wildlife Service Boating
Infrastructure Grant**



14. Non-Federal Match: Recipients of funds under the BIG Program shall share in % of the cost of the Project.

In sharing in the Project's costs, the Contractor shall comply with the provisions of 43 C.F.R. 12.64 regarding requirements associated with cost sharing. Under 43 C.F.R. 12.64, the Contractor may satisfy the cost-sharing requirement of the contract by contributing either allowable costs incurred by the Contractor, which includes allowable costs borne by non-Federal grants or by other cash donations from non-Federal third parties, or by the value of third party in-kind contributions applicable to the contract period. Neither costs nor the value of third party in-kind contributions may count, however, towards satisfying the cost-sharing requirement if they have been or will be counted towards satisfying a cost-sharing or matching requirement of another Federal grant agreement, a Federal procurement contract, or any other award of Federal funds. In addition, third party in-kind contributions shall count towards the cost-sharing requirement only where, if the Contractor were to pay for the in-kind contributions, the payments would be allowable costs. In-kind contributions shall also represent the current market value of non-cash contributions that the third party furnishes as part of the contract. Finally, third party in-kind contributions shall be necessary and reasonable to accomplish the approved grant objectives.

With respect to the valuation of donated services, such services shall be valued at rates consistent with those ordinarily paid for similar work in the Contractor's organization. If, however, the Contractor does not have employees performing similar work, the rates shall be consistent with those ordinarily paid by other employers for similar work in the same labor market. In determining the value of the services provided, the Contractor may include fringe benefits.

The Contractor shall document the valuation of costs and third party in-kind contributions counting towards satisfying the cost-sharing requirement and submit a summary to the DEP in accordance with the requirements in this contract. The summary documenting the costs and third party in-kind contributions shall show how the value placed on the third party in-kind contributions was derived.

15. Construction Schedule: The Contractor shall complete the construction of the Project facilities by September 30, 2008 and shall notify the DEP in writing within 30 days of such completion. The DEP staff shall inspect the site within 30 days of notification of completion to verify that the Project facilities have been built in accordance with the approved plans and specifications. If deficiencies in the construction of the Project facilities are noted during this inspection, the DEP shall provide to the Contractor a list of remedial work items to be performed prior to acceptance of the Project facilities. The Contractor shall notify the DEP once all remedial work is completed. The DEP shall retain the right to re-inspect the Project facilities to assure compliance with all listed remedial work items.

16. Publication of Materials: The Contractor shall obtain written approval from the Commissioner prior to distribution or publication of any printed material prepared under the terms of this contract.

17. Submission of Materials: For the purposes of this contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Gwendolynn Flynn, BIG Program Coordinator
Department of Environmental Protection
Bureau of Outdoor Recreation
Boating Division
333 Ferry Road
Old Lyme, CT 06371

18. Payment Requests: The Contractor shall submit written payment requests to the BIG Program Coordinator, DEP, not more frequently than quarterly. Requests shall be accompanied by a brief financial statement of expenses incurred, a sample of which is attached hereto in Appendix D, and supporting documentation of such expenditures.

19. Project Summaries: Following execution of this contract, the Contractor shall provide summaries of the Project's status to the BIG Program Coordinator, DEP, once every six months during the time in which this contract is in effect. Such summaries shall include a brief description (1 or more pages) indicating the work completed to date and the anticipated project completion date if different from the current contract expiration date.

20. Amendments: Formal written amendment of the contract is required for changes to terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to:

- a. revisions to the maximum contract payment,
- b. the total unit cost of service,
- c. the contract's objectives, services, or plan,
- d. due dates for reports,
- e. completion of objectives or services, and
- f. any other contract revisions determined material by the DEP.

No further extensions to this award shall be allowed. Failure to complete the project and submit all deliverables by the expiration date of this final extension shall result in the forfeiture of any additional payments.

21. Final Report: Within 30 days of the expiration date of this contract, the Contractor shall submit to the BIG Program Coordinator, DEP, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of the Scope of Work outlined in this appendix, Appendix A, have been met including, but not limited to, photographs of work completed, photographs of posted signs and a time line of when work was completed.

22. Final Financial Report: Within 30 days of the expiration date of this contract, the Contractor shall submit a Final Financial Report to the BIG Program Coordinator, DEP, with supporting documentation sufficient to demonstrate expenditures identified in the Project proposal. Amounts spent on specific items, such as moorings, and invoices and photocopied checks used to pay for such items, shall be included in the Final Financial Report (*see* Appendix D for sample format).

APPENDIX B
PROJECT COSTS

<u>DESCRIPTION</u>	<u>TOTALS</u>
Total Project Cost including Equipment:	\$30,000.00
Design / Permitting / Engineering Costs:	
Supplies:	
Construction / Installation Costs:	
Funding Provided = <u>75</u> % of Total	\$30,000.00
Required Match Provided= <u>25</u> % of Total	\$10,000.00
Project Totals	\$40,000.00

APPENDIX C
SCHEDULE OF PAYMENTS

The Commissioner agrees to pay the Contractor for performance of work contained in Appendix A (Scope of Work) in an amount which shall not exceed a maximum of thirty thousand dollars (\$30,000.00) representing 75% of project costs, which shall constitute full and complete compensation from the Department of Environmental Protection for the services rendered hereunder. Of that amount, twenty thousand, seven hundred sixty-six dollars and eleven cents (\$20,766.11) remains to be paid under this contract. The Contractor is responsible for all costs in excess of the remaining \$20,766.11 to complete the Project. Reimbursements shall be made on no more than a quarterly basis (every three months from approval of this contract) following submission by the Contractor of an invoice and all supporting documentation (*see* Appendix C).

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this project, prior to expiration of this contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum contract amount noted above.

Any subsequent payments made to the Contractor by the Commissioner shall allow for the reimbursement of funds to meet allowable financial obligations incurred in conjunction with the Project, prior to the expiration of this contract. The Contractor shall submit written payment requests to DEP's BIG Program Coordinator, not more frequently than quarterly. Requests for reimbursement shall be accompanied by a brief financial statement of expenses incurred, a sample of which is attached hereto as Appendix D, and any supporting documentation of such expenditures.

If the funds are reimbursed to the Contractor which exceed 75% of total eligible project costs, the Contractor shall reimburse the DEP through a check made payable to "Department of Environmental Protection" within 90 days of the contract expiration date.

APPENDIX D

SAMPLE INVOICE /
FINANCIAL EXPENSE REPORT

Contractor Name: _____

PSA #: _____

Date of Invoice: _____

Date Range for Work Completed _____

DESCRIPTION	Award Costs	Other (Matching) Costs (if applicable)	Total Costs
Salaries			
Fringe @ _____ %			
Travel			
Contractual (specify)			
Equipment			
Printing			
Materials & Supplies			
Other (specify)			
Totals			

Appendix E

OMB Approval No. 0348-0042

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED